

Band Exclusive Limited Warranty

Music Video Player (MVP) & Accessories

WARRANTY COVERAGE

Band Exclusive's ("BE") warranty obligations for this hardware product are limited to the terms set forth below: BE warrants this hardware product against defects in materials and workmanship for a period of one (1) year from the date of original purchase ("Warranty Period").

If a defect arises and a valid claim is received by BE within the Warranty Period, at its option, BE will (1) repair the product at no charge, using new or refurbished replacement parts, (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product.

Customer will be responsible for shipping charges to the BE warehouse for service. If the product is found to have a defect covered by the warranty – one due to the original workmanship – BE will rectify the problem as per above, and send back the device at its expense. If the defect is deemed to be a result of miss-use, there will be a \$10 charge to have the item returned.

BE warrants replacement products or parts provided under this warranty against defects in materials and workmanship from the date of the replacement or repair for ninety (90) days or for the remaining portion of the original product's warranty, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes BE's property. When a refund is given, your product becomes BE's property.

EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to the hardware product manufactured by or for BE that can be identified by the "BE" trademark, trade name, or custom logo affixed to it. This Limited Warranty does not apply to any non-BE hardware product or any software, even if packaged or sold with the BE hardware product. Non-BE manufacturers, suppliers, or publishers may provide a separate warranty for their own products packaged with the BE hardware product.

Software or data files distributed by BE is not covered under this Limited Warranty.

BE is not liable for any damage to or loss of any programs, data, or other information stored on any media contained within the BE hardware product, or any non-BE product or part not covered by this warranty. Recovery or reinstallation of programs, data or other information is not covered under this Limited Warranty.

This warranty does not apply: (a) to damage caused by accident, abuse, misuse, misapplication, or non-BE products; (b) to damage caused by service performed by anyone other than BE; (c) to a product or a part that has been modified without the written permission of BE; or (d) if any BE serial number has been removed or defaced.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. BE SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF BE CANNOT LAWFULLY DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN TO THE EXTENT POSSIBLE ANY CLAIMS UNDER SUCH IMPLIED WARRANTIES SHALL EXPIRE ON EXPIRATION OF THE WARRANTY PERIOD. No BE reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BE IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING ANY COSTS OF RECOVERING OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE BE PRODUCT, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY

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OF DATA STORED ON THE PRODUCT. BE SPECIFICALLY DOES NOT REPRESENT THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA.

FOR CONSUMERS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE OR, IF DIFFERENT, THEIR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY THIS WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH CONSUMER PROTECTION LAWS AND REGULATIONS MAY BE LIMITED, BE'S LIABILITY IS LIMITED, AT ITS SOLE OPTION TO REPLACEMENT OR REPAIR OF THE PRODUCT OR SUPPLY OF THE REPAIR SERVICE AGAIN.

OBTAINING WARRANTY SERVICE

Please review the online help resources at www.bandexclusive.com/support before seeking warranty service. If the product is still not functioning properly after making use of these resources, contact us at www.bandexclusive.com/contact and fill in the form to request warranty service.

Note: Before you deliver your product for warranty service it is your responsibility to backup all data, including all software programs and data files, including Music and Video Files. You will be responsible for reinstalling all data. Data recovery is not included in the warranty service and BE is not responsible for personal data that may be lost or damaged during transit or a repair.